

EXHIBIT A

Court of Common Pleas of Philadelphia County
Trial Division**Civil Cover Sheet**

For Prothonotary Use Only (Docket Number)

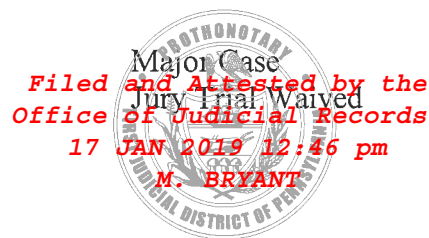
JANUARY 2019**001424**

E-Filing Number: 1901039664

PLAINTIFF'S NAME 1225 RAW INC		DEFENDANT'S NAME SENTINEL INSURANCE COMPANY, LTD	
PLAINTIFF'S ADDRESS 1225 SANSOM STREET PHILADELPHIA PA 19107		DEFENDANT'S ADDRESS ONE HARTFORD PLAZA HARTFORD CT 06155	
PLAINTIFF'S NAME		DEFENDANT'S NAME WILLIAM SULLIVAN, ALIAS: C/O THE HARTFORD COMMERCIAL PROPERTY CENTER	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS P.O. BOX 14261 LEXINGTON KY 40512	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 2	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input checked="" type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other: _____		
CASE TYPE AND CODE 10 - CONTRACTS OTHER			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		IS CASE SUBJECT TO COORDINATION ORDER? YES NO	
		FILED PRO PROTHY JAN 17 2019 M. BRYANT	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>1225 RAW INC</u> Papers may be served at the address set forth below.			
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY JONATHAN WHEELER		ADDRESS 1617 JFK BLVD SUITE 1270 PHILADELPHIA PA 19103	
PHONE NUMBER (215) 568-2900	FAX NUMBER (215) 568-2901		
SUPREME COURT IDENTIFICATION NO. 12649		E-MAIL ADDRESS jsquitiere@jwheelerlaw.com	
SIGNATURE OF FILING ATTORNEY OR PARTY JONATHAN WHEELER		DATE SUBMITTED Thursday, January 17, 2019, 12:46 pm	

WHEELER, DIULIO, & BARNABEL, P.C.

BY: Jonathan Wheeler, Esquire
Attorney I.D. No.: 12649
One Penn Center - Suite 1270
1617 JFK Boulevard
Philadelphia, PA 19103
(215) 568-2900
Email: jwheeler@wdblegal.com



Attorney for Plaintiff(s)

1225 RAW, INC.
1225 Sansom Street
Philadelphia, PA 19107

v.

SENTINEL INSURANCE COMPANY, LTD
One Hartford Plaza
Hartford, CT 06155
and
WILLIAM SULLIVAN c/o THE
HARTFORD COMMERCIAL PROPERTY
CENTER
P.O. Box 14261
Lexington, KY 40512

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

JANUARY TERM, 2019

NO.

CIVIL ACTION COMPLAINT (1C - Contract)

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the Claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION
Lawyer Referral Service
1101 Market St., 11th Floor
Philadelphia, PA 19107-2911
Telephone: 215-238-6333
Fax: 215-238-1159

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ascender una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL. ASOCIACION DE LICENCIADOS DE FILADELFIA
Servicio De Referencia E Informacion Legal
1101 Market Street, 11th Floor
Filadelfia, Pennsylvania 19107
(215) 238-6333

WHEELER, DIULIO, & BARNABEI, P.C.

BY: Jonathan Wheeler, Esquire

Attorney I.D. No.: 12649

One Penn Center - Suite 1270

1617 JFK Boulevard

Philadelphia, PA 19103

(215) 568-2900

E-mail: jwheeler@wdblegal.com

Major Case

Jury Trial Waived

Attorney for Plaintiff(s)

1225 RAW, INC.
1225 Sansom Street
Philadelphia, PA 19107

v.

SENTINEL INSURANCE COMPANY, LTD
One Hartford Plaza
Hartford, CT 06155
and

WILLIAM SULLIVAN c/o THE
HARTFORD COMMERCIAL PROPERTY
CENTER
P.O. Box 14261
Lexington, KY 40512

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

JANUARY TERM, 2019

NO.

CIVIL ACTION COMPLAINT (1C - Contract)

1. Plaintiff, 1225 Raw, Inc., is a corporate entity duly organized and existing under the laws of the Commonwealth of Pennsylvania which maintains its principal place of business at the address set forth above.

2. Defendant, Sentinel Insurance Company, Limited ("Sentinel") is a corporate entity licensed to issue policies of insurance within the Commonwealth of Pennsylvania and maintains its principal place of business for that purpose at the address set forth above. Sentinel in regularly issues policies of insurance within the City and County of Philadelphia.

2a. Williams Sullivan is an individual residing within the Commonwealth of Pennsylvania who is employed as a claims adjuster by Sentinel and maintains his principle place

of business for conducting his activities as a claim adjuster within the Commonwealth of Pennsylvania.

3. Defendant, Sentinel's insured premises are located at 1225 Sansom Street, Philadelphia, PA 19107. A true and correct copy of the declaration page of said policy is attached hereto and incorporated herein as Exhibit "1".

4. On or about July 2, 2018, while the Policy was in full force and effect, Plaintiff suffered sudden and accidental direct physical loss and damage to the insured premises in the contents thereof, resulting in damage to the insured premises and the contents together with a disruption of the plaintiff's business activities resulting in a loss of business income in an amount in excess of \$50,000.00.

5. Notice of this covered loss was given to Defendant in a prompt and timely manner and Plaintiffs, at all relevant times, fully complied with all of the terms and conditions required by the Policy.

6. Defendant, despite demand for benefits under the Policy, has refused, without legal justification or cause, and continues to refuse, to pay to Plaintiffs monies owed for the damages suffered as a result of the Loss.

7. Solely as a result of Defendant's failure and refusal to pay benefits to Plaintiffs as required under the Policy, Plaintiffs have suffered loss and damage in an amount, in excess of \$50,000.00.

COUNT I
In Assumpsit - Breach of Contract

8. Plaintiffs incorporate by reference the facts and allegations contained in the foregoing paragraphs as though fully set forth hereinafter at length.

9. Defendant is obligated by the terms of the contract to indemnify Plaintiffs' loss.

10. Despite submission of reasonable proof and demand for full and complete payment with respect to Plaintiffs' Loss, Defendant has not paid to Plaintiffs all of the policy benefits to which they are entitled under the Policy and has refused to provide funds sufficient to bring Plaintiffs' home to pre-loss condition.

11. Defendant's denial of coverage was made without a reasonable basis in fact.

12. Defendant's refusal to indemnify Plaintiffs' for their covered loss is a breach of the policy of insurance and a violation of Defendants covenant of good faith and fair dealing resulting in consequential damages suffered by Plaintiff for an amount, in excess of \$50,000.00.

WHEREFORE, Plaintiffs demand judgment against Defendant in an amount in excess of \$50,000.00, together with interest, court costs, counsel fees and damages for delay.

COUNT II
In Trespass - 42 Pa.C.S.A. §8371

13. Plaintiffs incorporate by reference the facts and allegations contained in the foregoing paragraphs as though fully set forth hereinafter at length.

14. Defendant, has engaged in bad faith conduct toward Plaintiff with respect to its adjustment of Plaintiffs' covered Loss, in violation of 42 Pa.C.S.A. §8371 et seq.

15. In furtherance of its bad faith and wrongful denial and refusal to pay benefits for Plaintiffs' covered Loss, Defendant, acting by and through its duly authorized agents, servants, workmen or employees, including, but not limited to, William Sullivan, has engaged in the following conduct:

a. by sending correspondence dated August 7, 2018 a true and correct copy which is attached hereto, made part thereof, and marked Exhibit "2", falsely representing that Plaintiffs' loss caused by a peril insured under the Policy was not entitled to benefits due and owing under the Policy;

b. in failing to complete a prompt and thorough investigation of Plaintiffs' claim before representing that such claim is not covered under the Policy;

c. in failing to pay Plaintiffs' covered loss in a prompt and timely manner;

d. in failing to objectively and fairly evaluate Plaintiffs' claim;

e. in conducting an unfair and unreasonable investigation of Plaintiffs' claim;

f. in asserting Policy defenses without a reasonable basis in fact;

g. in flatly misrepresenting pertinent facts or policy provisions relating to coverages at issue and placing unduly restrictive interpretations on the Policy and/or claim forms;

h. in failing to keep Plaintiffs or their representatives fairly and adequately advised as to the status of the claim;

i. in unreasonably valuing the loss and failing to fairly negotiate the amount of the loss with Plaintiffs or their representatives;

j. in failing to promptly provide a reasonable factual explanation of the basis for the denial of Plaintiffs' claim;

k. in unreasonably withholding policy benefits;

l. in acting unreasonably and unfairly in response to Plaintiffs' claim;

m. in unnecessarily and unreasonably compelling Plaintiffs to institute this lawsuit to obtain policy benefits for a covered loss, that Defendant should have paid promptly and without the necessity of litigation.

16. For the reasons set forth above, Defendant has acted in bad faith in violation of 42 Pa.C.S.A. §8371, for which Defendant is liable for statutory damages including interest from the date the claim was made in an amount equal to the prime rate of interest plus three percent, court

costs, attorneys' fees, punitive damages, and such other compensatory and/or consequential damages as are permitted by law.

WHEREFORE, Plaintiffs demand judgment against Defendant in an amount in excess of \$50,000.00, together with interest, court costs, counsel fees and damages for delay.

COUNT III
1225 RAW, INC. v. WILLIAM SULLIVAN

17. Plaintiff incorporates by reference herein the averments set forth in the foregoing paragraphs of Plaintiff's Complaint, as fully as though same were here set forth at length.

18. At times material hereto, William Sullivan was acting individually, and as the or as the agent, servant, workmen or employee of Sentinel acting within the course and scope of his employment and of the business of said employer.

19. During the course of his conduct, Sullivan offered correspondence to Plaintiff expressly stating that Plaintiff's loss as a result of the events of July 2, 2018 were covered under the policy of insurance issued by Sullivan's principal and employer Sentinel. A true and correct copy of this correspondence is attached hereto, made part herein and marked as Exhibit "3"

20. In offering this latter to Plaintiff, Sullivan expressly confirmed coverage for the loss of July 2, 2018 and as a result of its reliance upon Sullivan representation, on behalf of his principal, Plaintiff incurred cost and expense which would otherwise not have been incurred.

21. Sullivan's correspondence to Plaintiff confirming coverage which is contradicted by the subsequent correspondence which he authored on August 7, 2018, attached hereto as Exhibit "2" are inconsistent and conflicting and Sullivan's denial of coverage on behalf of Sentinel is a breach of the covenant of good faith and fair dealing existing between Plaintiff Sentinel and Sentinel's agent and employee Sullivan.

22. As a direct and factual result of Defendants' breach of their covenant of good

faith and fair dealing, Plaintiff has been deprived of the benefits of the insurance contract entered into between Plaintiff and Sentinel and has suffered damages and losses for an amount in excess of \$50,000.00.

WHEREFORE, Plaintiff demand judgment against Defendant, Gregory Boehm for an amount in excess of \$50,000.00, together with interest, court costs, damages for delay and such other relief as the court may deem equitable and just.

WHEELER, DIULIO, & BARNABEI, P.C.

Jonathan Wheeler

BY: _____
JONATHAN WHEELER, ESQUIRE
Attorney for Plaintiff(s)

Verification to Complaint

VERIFICATION

The undersigned hereby states that he/she is the plaintiff in this action and that the statements of fact made in the foregoing document are true and correct to the best of his/her information and belief. The undersigned understands that the statements herein are made subject to the penalties of 18 Pa. Cons. Stat. Ann. § 4904 relating to unsworn falsification to authorities.



TONY RIM

DATE: 1/11/2019

EXHIBIT “1”

04 This Spectrum Policy consists of the Declarations, Coverage Forms, Common Policy Conditions and any
 56 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
 UQ insurance company of The Hartford Insurance Group shown below.
 SBA

INSURER: SENTINEL INSURANCE COMPANY, LIMITED
 ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: A

Policy Number: 39 SBA UQ5604 SB



SPECTRUM POLICY DECLARATIONS

Named Insured and Mailing Address: 1225 RAW INC
 (No., Street, Town, State, Zip Code)
 1225 SANSOM ST
 PHILADELPHIA PA 19107

Policy Period: From 05/25/18 To 05/25/19 1 YEAR
 12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: CHARLIE KIM FINANCIAL INC
Code: 427569

Previous Policy Number: 39 SBA UQ5604

Named Insured Is: CORPORATION

Audit Period: ANNUAL

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$14,363

Susan L. Castaneda
 Countersigned by
 Authorized Representative

03/13/18
 Date

EXHIBIT “2”



THE HARTFORD
COMMERCIAL PROPERTY CENTER
PO BOX 14261
LEXINGTON KY 40512

August 7, 2018

WHEELER DIULIO & BARNABEI
1617 JOHN F KENNEDY BLVD STE 1270
PHILADELPHIA PA 19103

Re: Insured: 1225 RAW INC
Claimant: 1225 RAW INC
Date of Loss: July 2, 2018
Policy Number: 39SBAUQ5604
Event Number: CP0017944835
Claim Number: Y50 F 88585

Dear Mr. Wheeler,

This letter will serve to confirm your letter of representation dated July 19, 2018. Pursuant to your request, we have attached a certified copy of the insured's policy for your review.

On 7/3/18, The Philadelphia Water Department's website confirms a 48" cast iron water main installed in 1927 broke at approximately 4 a.m. on the corner of Jupiter & Sansom Street. Between 14-15 million gallons of water discharged and affected 30-40 properties in the area.

As a result of this water main break, the insured reported flooding to the basement and a utility outage at their leased scheduled premises located at 1225 Sansom St. Philadelphia, PA 19107 under commercial property policy 39 SBA UQ5604, effective 5/25/18 to 5/25/19 for damage to tenant improvements, business personal property and income loss due to the water damage as well as resulting utility outages.

Based on the facts and circumstances outlined above and our review of the referenced policy with Sentinel Insurance Company, unfortunately we regret to inform you that the damage claimed as a result of this loss is not covered by the policy as this loss was not caused by a covered cause of loss. The water that escaped the broken water main would be considered surface water, which is specifically excluded under the Special Property Coverage Form SS 00 07 07 05. Pertinent portions of the policy are outlined below.

A. COVERAGE

We will pay for direct physical loss of or direct physical damage to Covered Property at the premises described in the Declarations (also called "scheduled premises" in this policy) caused by or resulting from a Covered Cause of Loss.

1. Covered Property

Covered Property as used in this policy, means the following types of property for which a Limit of Insurance is shown in the Declarations:

- a. **Buildings**, meaning only building(s) and structure(s) described in the Declarations.

b. Business Personal Property located in or on the building(s) described in the Declarations at the "scheduled premises" or in the open (or in a vehicle) within 1,000 feet of the "scheduled premises", including:

- (1) Property you own that is used in your business;
- (2) Tools and equipment owned by your employees, which are used in your business operations;
- (3) Property of others in your care, custody and control;
- (4) "Tenant Improvements and Betterments";
- (5) Leased personal property for which you have contractual responsibility to insure, unless otherwise provided for under Personal Property of Others.

4. Limitations

a. We will not pay for direct loss of or damage to:

(3) The interior of any building or structure caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

(a) The building or structure first sustains physical damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters."

5. Additional Coverages

o. Business Income

- (1) We will pay for the actual loss of Business Income you sustain due to the necessary suspension of "operations" during the "period of restoration". The suspension must be caused by directly physical loss of or physical damage to property at the "scheduled premises", including personal property in the open (or in a vehicle) within 1,000 feet if the "scheduled premises", caused by or resulting from a Covered Cause of Loss.

We also verified that there was no Civil Authority order in place due to this incident.

q. Civil Authority

(1) This insurance is extended to apply to the actual loss of Business Income you sustain when access to your "scheduled premises" is specifically prohibited by order of a civil authority as the direct result of a Covered Cause of Loss to property in the immediate area of your "scheduled premises".

(2) The coverage for Business Income will begin 72 hours after the order of a civil authority and coverage will end at the earlier of:

- (a) When access is permitted to your "scheduled premises"; or
- (b) 30 consecutive days after the order of civil authority.

B. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

f. Water

- (1) Flood, including the accumulation of surface water, waves, tides, tidal waves, overflow of streams or any other bodies of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mud flow;
- (3) Water that backs up from a sewer or drain; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.

But if loss or damage by fire, explosion or sprinkler leakage results, we will pay for that resulting physical loss or physical damage.

2. We will not pay for physical loss or physical damage caused by or resulting from:
 - c. Miscellaneous Types of Loss:
 - (1) Wear and tear;
 - (2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself.
 - (4) Settling, cracking, shrinking or expansion.
3. We will not pay for loss or damage caused by or resulting from any of the following. But, if physical loss or physical damage by a Covered Cause of Loss results, we will pay for that resulting physical loss or physical damage.
 - c. Negligent Work: Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling.
 - (4) Maintenance of part or all of any property on or off the "scheduled premises".

E. PROPERTY LOSS CONDITIONS

4. Legal Action Against Us

No one may bring a legal action against us under this insurance unless:

- a. There has been full compliance with all of the terms of this insurance; and
- b. The action is brought within 2 years after the date on which the direct physical loss or physical damage occurred.

G. PROPERTY DEFINITIONS

21. "Tenant Improvements and Betterments" means fixtures, alterations, installations or additions made a part of the Building you occupy but do not own and that you cannot legally remove; and
 - a. Which are made at your expense; or
 - b. That you acquired from the prior tenant at your expense.

We also reviewed your Restaurant Stretch SS 04 11 09 07, however, the terms and conditions of the Special Property Form outlined above would also apply to Additional Coverages within the Restaurant Stretch endorsement thus no Additional Coverages within the Stretch endorsement would be extended. .

Except as otherwise stated in this endorsement, the terms and conditions of the policy apply to the insurance stated below.

- A. The following changes apply to the Standard Property Coverage Form, Additional Coverages, **A.4.**, or to the Special Property Coverage Form, Additional Coverages, **A.5.**:

18. Sewer and Drain Back Up

The following Additional Coverage is added:

We will pay for direct physical loss or physical damage to Covered Property solely caused by water that backs up from a sewer or drain.

This coverage is included within the Covered Property Limits of Insurance.

THIS IS NOT FLOOD INSURANCE

We will not pay for water or other materials that back up from any sewer or drain when it is caused by any flood. This applies regardless of the proximity of the flood to Covered Property. Flood includes the accumulation of surface water, waves, tides, tidal waves, overflow of streams or other bodies of water, or their spray, all whether driven by wind or not that enters the sewer or drain system.

19. Sump Overflow or Sump Pump [FNC(aPC1)]

The following Additional Coverage is added:

The maximum we will pay in any one occurrence is \$15,000 for any loss, including Business Income or Extra Expense, resulting from physical loss or physical damage to Covered Property that is caused by or resulting from water that overflows due to the failure of a sump pump, sump pump well, or any other type of system designed to remove subsurface water from the foundation area if the failure is directly or indirectly the result of a Covered Cause of Loss. Failure means an abrupt cessation of normal functioning. This Limit of Insurance is

the maximum we will pay regardless of any other coverage provided under this policy.

This Additional Coverage is subject to the terms and conditions of this policy with the exception of:

a. Paragraph **B.1.f.**, Power Failure, of the Standard Property Coverage Form and Paragraph **B.1.d.**, Power Failure, of the Special Property Coverage Form; and

b. Paragraph **B.1.h.(4)**, Water, of the Standard Property Coverage Form and Paragraph **B.1.f.(4)**, Water, of the Special Property Coverage Form.

THIS IS NOT FLOOD INSURANCE

We will not pay for water or other materials that overflow from a sump when the overflow is caused by any flood. This applies regardless of

the proximity of the flood to Covered Property. Flood includes the accumulation of surface water, waves, tides, tidal waves, overflow of

streams or other bodies of water, or their spray, all whether driven by wind or not that enters the sewer or drain system.

21. Tenant Building and Business Personal Property Coverage - Required by Lease

The following Additional Coverage is added:

The maximum we will pay in any one occurrence is \$20,000 as a Limit of Insurance to apply to direct physical loss of or physical damage to Building and Business Personal Property for which you have a contractual responsibility to insure. This includes building fixtures, machinery and equipment.

C. The following changes apply only if Business Income and Extra Expenses are covered under this policy. These changes apply to the Standard Property Coverage Form, Additional Coverages, **A.4.**, or to the Special Property Coverage Form, Additional Coverages, **A.5.**:

1. Business Income Extension for Off-Premises Utility Services

The following Additional Coverage is added:

We will pay up to \$25,000 in any one occurrence as a Limit of Insurance to apply at each "scheduled premises" to cover loss of Business Income and Extra Expense caused by or resulting from the interruption of utility services. This Limit of Insurance is in addition to any other Limit of Insurance that may be provided by this policy for this coverage.

This Additional Coverage is subject to the provisions of Business Income Extension for Off Premises Utility Services Form SS04 19, with the exception of the Limit of Insurance provision contained in that form. Business Income Extension for Off-Premises Utility Services, Form SS04 19 is made a part of this policy whether or not Business Income Extension for Off-Premises Utility Services coverage is indicated in the Declarations.

Because the cause of the loss is specifically excluded and no other Additional Coverage under this policy could respond to this loss, we will be unable to provide coverage for any damage reported due to this event. However, if any additional information is discovered, please forward this information for our review.

In citing the policy provisions, exclusionary language, and insuring agreement, Sentinel Insurance Company, in no way, wish to alter or change the meaning or intent of the policy. Moreover, we do not wish to waive any other policy defenses, which may be available to us. Should you have any additional information you feel may alter our position or determination to date, please advise us. We reserve the right to amend and/or cite other policy provisions should new evidence be submitted.

)

Sincerely,

William Sullivan

William Sullivan

Claim Representative

Phone: (800) 236 - 0398 Ext. 2303832

Fax: (866) 809 - 0964

William.Sullivan@thehartford.com

Writing Company Name: Sentinel Insurance Company, Ltd.

CC: National Public Adjusters, Inc., CHARLIE KIM FINANCIAL INC via U.S.Mail

Enclosures:



EXHIBIT “3”

